

## **REMARKS/ARGUMENTS**

### **Claim Amendments**

The Applicant has amended claims 1 and 10 to correct antecedent basis. Applicant respectfully submits no new matter has been added. Accordingly, claims 1-3 and 5-18 are pending in the application. Favorable reconsideration of the application is respectfully requested in view of the foregoing amendments and the following remarks.

### **Claim Rejections – 35 U.S.C. § 103 (a)**

Claims 1-3, 6-12 and 15-18 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Kohli et al (hereinafter Kohli) (US Patent No. 7,213,068 B1) in view of Eidler et al (hereinafter Eidler) (US Pub. No. 2003/0009444 A1). The Applicant respectfully traverses the rejection of these claims.

The present invention solves an underlying problem involving multiple independent PDP's and defining their policies to be enforced by PEPs without having to first register the capabilities of a PEP (page 4, lines 15-16). Another problem solved is that of PDPs that may be in another operator's network domain (page 12, lines 14-19).

The Kohli reference discloses an agent, aggregator or policy server that must know of available events and possible policies for a network element to be enabled. The Applicant respectfully submits that the elements "...messaging between network elements, comprising at least one policy enforcement point (PEP), one or more policy decision points..." and sending notifications of the occurrence of events subscribed to by the PDPs;...", at least in combination are not disclosed by Kohli. The portion of Kohli cited as disclosing sending notifications actually discloses sending notifications to the aggregator or policy agent which then forward the events to the policy server. Therefore, exchanging information on possible events and possible policies between the PEP and a PDP is not disclosed by the Kohli reference at least because of the intermediate role of the aggregator. Regarding the problem regarding PDPs in another operator's network domain, Kohli does not address the issue and takes for granted that the Policy Server, Aggregator or policy agents are aware of the events they can get and the possible controls they have.

As stated by the Examiner, the element covering the service agreement is not disclosed by Kohli. Eidler is then cited for disclosing a service agreement between the PEP and the PDP. The Applicant has reviewed the portion of Eidler cited by the Examiner (paragraph [0034]) in rejecting this element and the Applicant respectfully disagrees with the interpretation of this portion. A Service Level Agreement is disclosed and this SLA disclosed in Eidler provides desired attributes of system performance, system availability, storage capacity, etc.; all characteristics. The Applicant respectfully asserts that the SLA of Eidler is not the same as the service agreement recited in independent claims 1 and 10 of the Applicant's present invention. The rejected element, "...the service agreement determining a subset of subscribed events of the PEP which may be requested by the PDP;..." discloses events that the PDP can request from the PEP, not the capacity or characteristics of the Storage Area Network disclosed by Eidler.

Kohli describes a system that is a strict hierarchical system. In the hierarchical system there cannot be conflicting policies and a problem not solved or even addressed by the Kohli reference is that of, e.g., two independent PDPs acting on the same events at the PEP. The Applicant respectfully submits that filtering and aggregation, cited by the Examiner, is not capable of solving conflicting policies in a hierarchical network, because of the nature of the hierarchical structure. Furthermore, Kohli does not disclose any way to solve conflicting policies other than to write a higher level policy.

The Applicant respectfully submits that the Kohli reference and the Eidler reference individually or in combination, do not disclose the following:

- 1) the service agreement determining a subset of subscribed events..., and
- 2) messaging between networks and sending notifications of events subscribed to by the PDPs. This being the case the Applicant respectfully requests the allowance of claim 1 and analogous claim 10 which contains similar limitations to claim 1.

Claims 2-3, 6-9, 11-12 and 15-18 depend from claims 1 and 10 respectively and recite further limitations in combination with the novel elements of claims 1 and 10. Therefore, the allowance of claims 1-3, 6-12 and 15-18 is respectfully requested.

Claims 5, 13 and 14 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Kohli et al (hereinafter Kohli) (US Patent No. 7,213,068 B1) in view of Eidler et al (hereinafter Eidler) (US Pub. No. 2003/0009444 A1) as applied to claims 1 and 10 above, and further in view of Putzolu (US Patent No. 6,578,076 B1). The Applicant respectfully traverses the rejection of these claims.

Putzolu is cited for teaching a priority scheme applied as in the Applicant's claims 5, 13 and 14. As noted above, at least the element regarding a service agreement is not disclosed in either Eidler or Kohli. In addition, this element is not disclosed in the Putzolu reference. This particular element is missing from all the cited references. This being the case, the Applicant respectfully requests the allowance of claims 4, 5, 13 and 14.

### **CONCLUSION**

In view of the foregoing remarks, the Applicant believes all of the claims currently pending in the Application to be in a condition for allowance. The Applicant, therefore, respectfully requests that the Examiner withdraw all rejections and issue a Notice of Allowance for all pending claims.

The Applicant requests a telephonic interview if the Examiner has any questions or requires any additional information that would further or expedite the prosecution of the Application.

Respectfully submitted,



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